

**ZB# 91-17**

**Christine Vogelsong**

**62-3-5 & 6**

#91-17- Vogel song, Christine - area.

Prelim.

June 10, 1991.

Aps. mailed on  
5/2/91.

Need:

- ① Photos
- ② Deed
- ③ Title Policy
- ④ ~~Plat~~

Public Hearing:

July 8, 1991

Notice to Sentinel  
6/13/91.

OCPD - N/A

Collected Fee \$25.00 Pd.

Granted  
Area Variance  
7/8/91.

Paid 25.00  
Fee - check  
# 1242

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

DECISION GRANTING  
AREA VARIANCE

CHRISTINE VOGELSONG,

#91-17.

-----X

WHEREAS, CHRISTINE VOGELSONG, of R. D. 4, Box 360, Walnut Avenue, New Windsor, N. Y. 12553, has made application before the Zoning Board of Appeals for a 12 ft. rear yard variance in order to construct a screened-in porch with roof on property located at the above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 8th day of July, 1991 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant, CHRISTINE VOGELSONG, appeared in behalf of herself and spoke in support of the application; and

WHEREAS, there were no spectators present at the public hearing; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to rear yard in order to construct a screened-in porch with roof at her residence in an R-4 zone.

3. The evidence presented by applicant substantiated the fact that a variance for less than the allowable rear yard would be required in order to allow construction of the proposed addition, which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented by the applicant indicated that her residence sits to the far left on the parcel in question and that there is approximately 22 ft. to the left property line, 28 ft. to the rear property line and a garage about 10 ft. from the right side of the house. Applicant stated in her application that it is impractical to attach a porch to either the right or left side of the house.

5. If the proposed porch were attached to the left side of the house, a larger variance would be required since the side yard is only approximately 22 ft. wide and the neighboring house is located close to the Vogelsong property line. The applicant also stated that in addition to the variance requested, it would require major construction to the left side of the property due to the fact that there are no exits from the bedrooms on that side of the house.

6. If the proposed porch were attached to the right side of the house, there is insufficient room between the house and the garage to attach a porch of any significant size. In addition, in order to construct the porch on this side would involve the performance of major construction to enlarge the kitchen in order to construct an exit.

7. The evidence presented on behalf of the applicant also indicated that she would suffer significant economic injury from the strict application of the bulk regulations to her lot because an addition which complies with the bulk regulations would be expensive to build and would not provide an adequate return on the investment because it would be too narrow, lack utility and be only partly functional, while diminishing the utility of rooms in the existing house.

8. The evidence presented by applicant substantiated the fact that the addition could not be constructed economically on any other portion of the parcel because of the size and layout of the lot. Locating the proposed porch on the left side of the lot would require a greater variance. Locating the proposed porch on the right side of the lot would result in an undersized porch, to a greater cost, and having less value. Locating the proposed porch in the rear, but in a manner which would conform to the local law, would cause the porch to be only 2 ft. wide, which would be uneconomic to construct and would detract from the value of the house. Thus, it is the finding of this Board that the applicant has demonstrated significant economic injury from the strict application of the local law to this lot.

9. It is the finding of this Board that the applicant has made a sufficient showing of practical difficulty, entitling her to the requested area variance.

10. The requested variance is not substantial in relation to the bulk regulations for rear yard.

11. The requested variance will not result in substantial detriment to adjoining properties nor change the character of the neighborhood.

12. The requested variance will produce no effect on the population density or governmental facilities.

13. There is no other feasible method available to

applicant which can produce the necessary results other than the variance procedure.

14. The interest of justice would be served by allowing the granting of the requested variance.

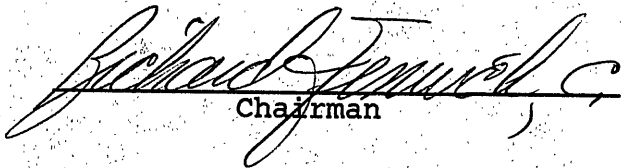
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 12 ft. rear yard variance to allow construction of a screened-in porch with roof located to the rear of the residential dwelling in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: July 22, 1991.

  
Chairman

(ZBA DISK#1-053085.FD)

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

# 91-17

Date: 6/13/91

I. Applicant Information:

- (a) Christine Caldwell Voglesong, RD4, Box 360 Walnut Ave New Windsor, NY  
(Name, address and phone of Applicant) (Owner)  
(b) W-938-2274 H 496-1589  
(Name, address and phone of purchaser or lessee)  
(c) \_\_\_\_\_  
(Name, address and phone of attorney)  
(d) \_\_\_\_\_  
(Name, address and phone of broker)

II. Application type:

- ☐ Use Variance ☐ Sign Variance  
☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) R4 RD4, Box 360 Walnut Ave Section 62  
(Zone) (Address) Block 3  
(S B L) 0.430 acre  
(Lot size)  
(b) What other zones lie within 500 ft.? NA  
(c) Is a pending sale or lease subject to ZBA approval of this application? No  
(d) When was property purchased by present owner? December 1988  
(e) Has property been subdivided previously? No When? \_\_\_\_\_  
(f) Has property been subject of variance or special permit previously? No When? \_\_\_\_\_  
(g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No  
(h) Is there any outside storage at the property now or is any proposed? Describe in detail: There is a garage, two cars as shown on survey. how proposed

IV. Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

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V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of use/bulk Regs., Col. 6.

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.	<u>1</u>	<u>1</u>
Reqd. Rear Yd.	<u>40</u>	<u>12</u>
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage*	%	%
Floor Area Ratio**		

\* Residential Districts only

\*\* Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

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VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.



- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

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- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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VII. Interpretation:

- (a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

- (b) Describe in detail the proposal before the Board:

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VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

see attached

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IX. Attachments required:

- ☒ Copy of letter of referral from Bldg./Zoning Inspector.  
☒ Copy of tax map showing adjacent properties.  
☒ Copy of contract of sale, lease or franchise agreement.  
☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.  
☒ Copy(ies) of sign(s) with dimensions.  
☒ Check in the amount of \$ 26 payable to TOWN OF NEW WINDSOR.  
☒ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date July 8, 1991

STATE OF NEW YORK )  
COUNTY OF ORANGE ) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Christie Vogler  
(Applicant)

Sworn to before me this

8th day of July, 1991.

Patricia L. Baumhart  
my Comm. Expires 8/31/91.

XI. ZBA Action:

(a) Public Hearing date \_\_\_\_\_.

(b) Variance is \_\_\_\_\_.

Special Permit is \_\_\_\_\_.

(c) Conditions and safeguards: \_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

Christine Caldwell Voglesong

6/13/91

Vb. Our house sits to the far left on the property. There is approximately 22 feet to the left property line, 28 feet to the rear property line and a garage about 10 feet from the right side of the house. It is impractical to attach a porch to either side. The left side of the house would require a variance because there is approximately 22 feet to our property line and the neighboring house sits quite close to our property line. In addition to the variance, it would require major construction because there are no exits from the bedrooms on that side of the house.

There is insufficient room between the house and the garage to attach a porch of any significant size on the right side because the garage is not in line with the house; it sits further back and again, there is no exit from the house without performing major reconstruction to enlarge the kitchen in order to make an exit. Both projects would cost in excess of \$25,000.

I have not pursued other avenues because construction of a porch on the rear of the house appears to be the simplest method. The construction will not alter the house nor its appearance from the road.

VIII. The screen porch will be constructed of cedar posts placed on a poured concrete floor. It will have a sloped roof and will be attached to the house. The posts and door will be painted white as is the trim on the house. Any necessary siding for the porch will be matched to what is currently on the house and painted the same color. The house is 30 years old and the plan is to construct it as porches were done during that era.

There is nothing located in the rear yard where the porch will be constructed except grass. Proper drainage has been discussed with the contractor and mason, and our opinion is that nothing will change with this addition.



DANIEL P. VOGLESONG  
CHRISTINE A. VOGLESONG  
R.D. 4, BOX 360 WALNUT AVE.  
NEW WINDSOR, NY 12553

1242

29-7003/2213

7/12 1991

PAY TO THE  
ORDER OF

Town of New Windsor

\$ 25<sup>00</sup>/100

Twenty Five

DOLLARS



albanysavingsbank

Route 32 and Old Temple Hill Road  
Vails Gate, New York 12584

FOR

91-17

Christine Voglesong

⑆221370030⑆

24 03735 01 1242

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATIONDATE: 4-26-91APPLICANT: DANIEL VOGLESONG + CHRISTINE CALDWELL  
BOX 360 WALNUT AVE  
NEW WINDSOR NYPLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 4-26-91

FOR (BUILDING PERMIT) \_\_\_\_\_

LOCATED AT 360 WALNUT AVE (RD 4)  
ZONE R-4DESCRIPTION OF EXISTING SITE: SEC: 62 BLOCK: 3 LOT: 5

IS DISAPPROVED ON THE FOLLOWING GROUNDS: \_\_\_\_\_

INSUFFICIENT REAR YARDFrank Lisi  
BUILDING INSPECTOR

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<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>R-4</u> USE <u>ONE FAMILY (A-10)</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD.		
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD. <u>40'</u>	<u>28'</u>	<u>12'</u>
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 4-26-91  
FOR (BUILDING PERMIT) \_\_\_\_\_  
LOCATED AT 360 WALNUT AVE (RD 4)  
ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 62 BLOCK: 3 LOT: 5

IS DISAPPROVED ON THE FOLLOWING GROUNDS: \_\_\_\_\_

INSUFFICIENT REAR YARD

Glenn L. Linn  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R-4</u> USE <u>ONE FAMILY (A-10)</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD.		
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD. <u>40'</u>	<u>28'</u>	<u>12'</u>
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		
DEV. COVERAGE	%	%

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:  
(914-565-8550) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD  
OF APPEALS.

CC: Z.B.A., APPLICANT, B.P. FILE

**WARNING:**

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH").

CONSULT YOUR LAWYER BEFORE SIGNING IT.

**NOTE: FIRE AND CASUALTY LOSSES:**

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a PURCHASER responsible for fire and casualty loss upon taking of title to or possession of the PREMISES.

Date  
Parties

**CONTRACT OF SALE** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 1988  
BETWEEN JOHN THOMPSON, residing at 360 Walnut Avenue, New Windsor,  
New York 12550

Address

who agrees to sell, and **VOGLESong** hereinafter called "SELLER"  
DANIEL P. VOGELSONG and CHRISTINE A. CALDWELL,  
residing at 44 Clinton Street, Cornwall, New York 12518

Address

hereinafter called "PURCHASER"

who agrees to buy:

Premises

The property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A," and also known as:

Street Address: 360 Walnut Avenue

Tax Map Designation: Sec. 63 Block 3 Lots 5 & 6

Personal  
Property

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

The PREMISES, including all buildings and improvements thereon, and all personal property, fixtures, and contents, including but not limited to, the following: range, refrigerator, microwave oven, washer, dryer, water softener, track lighting in LR, DR & kitchen, existing light fixtures, electric door opener, 10 x 12 shed, existing storm & screen windows.

Furniture and household furnishings.

Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a PURCHASER responsible for fire and casualty loss upon taking of title to or possession of the PREMISES.

Date  
Parties

CONTRACT OF SALE made as of the \_\_\_\_\_ day of \_\_\_\_\_, 1988  
BETWEEN JOHN THOMPSON, residing at 360 Walnut Avenue, New Windsor,  
New York 12550  
Address:

CAC  
DV → who agrees to sell, and DANIEL P. VOGELSONG hereinafter called "SELLER"  
and CHRISTINE A. CALDWELL,  
residing at 44 Clinton Street, Cornwall, New York 12518  
Address:

who agrees to buy: hereinafter called "PURCHASER"

Premises

The property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A" and also known as:

Street Address: 360 Walnut Avenue

Tax Map Designation: Sec. 63 Block 3 Lots 5 & 6

Personal  
Property

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

The premises include all the improvements thereon, including but not limited to, the following: existing kitchen, existing light fixtures, electric door opener, 10 x 12 shed, existing storm & screen windows. Furniture and household furnishings, range, refrigerator, microwave oven, washer, dryer, water softener, track lighting in LR, DR & kitchen.

Purchase  
price

1. (a) The purchase price is \$ 125,000.00

payable as follows:

On the signing of this contract, by check subject to collection: \$ 17,050.00

(\$1,250.00 of which already paid on binder)

By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S): \$

By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER: \$

BALANCE AT CLOSING: \$ 108,750.00



that it will remain subject to the prior lien of an EXISTING MORTGAGE even though the mortgage is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on

by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ \_\_\_\_\_ for its preparation.

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgagee escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

Existing  
mortgages

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows: Mortgage now in the unpaid principal amount of \$ \_\_\_\_\_ and interest at the rate of \_\_\_\_\_ per cent per year, presently payable \_\_\_\_\_ in installments of \$ \_\_\_\_\_, which include principal, interest, and with any balance of principal being due and payable on \_\_\_\_\_

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

Acceptable  
funds

3. All money payable under this contract unless otherwise specified, shall be either:

- a. Cash, but not over one thousand (\$1,000.00) Dollars,
- b. Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED and NO/100 (\$ 500.00 ) dollars, or
- d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

subject to"  
provisions

4. The PREMISES are to be transferred subject to:

- a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
- c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
- d. Covenants, restrictions, and easements of record.
- e. Such state of facts as an accurate survey may reveal.
- f. Any state of facts a personal inspection of the premises might reveal.

readably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

Existing  
mortgages

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:  
Mortgage now in the unpaid principal amount of \$ \_\_\_\_\_ and interest at the rate of \_\_\_\_\_  
per cent per year, presently payable \_\_\_\_\_ in installments of \$ \_\_\_\_\_, which  
include principal, interest,  
and with any balance of principal being due and payable on \_\_\_\_\_

Acceptable  
funds

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

3. All money payable under this contract unless otherwise specified, shall be either:

- a. Cash, but not over one thousand (\$1,000.00) Dollars,
- b. Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED and NO/100 \_\_\_\_\_ (\$ 500.00 ) dollars, or
- d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

subject to"  
provisions

4. The PREMISES are to be transferred subject to:
- a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
  - b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
  - c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
  - d. Covenants, restrictions, and easements of record.
  - e. Such state of facts as an accurate survey may reveal.
  - f. Any state of facts a personal inspection of the premises might reveal.

Title  
company  
approval

5. SELLER shall give and PURCHASER shall accept such title as any reputable title company

will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

Closing  
defined and  
m of deed

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to purchaser of a Bargain & Sale Deed with Covenants Against Grantor's Acts. deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by the SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

LIBER 2176 PAGE .34

601227

# This Indenture,

Made the  
and eighty

Between

July

day of

July

nineteen hundred

THOMAS H. KREIE, presently residing at 3 Chestnut Ridge,  
Mahopac Road, Mahopac, New York

part Y of the first part,

and

JOHN C. THOMPSON, presently residing at 325 Shore Drive,  
R.D. #4, New Windsor, New York

part Y of the second part,

Witnesseth, that the part Y of the first part, in consideration of

TEN and 00/100 (\$10.00) ----- Dollars,

lawful money of the United States,

paid by the part Y of the second part

do es hereby grant and release unto the part Y of the second part,

his heirs

and assigns forever,

**All** that piece or parcel of land, situated in the Town of New Windsor, Orange County, New York, being lots 7, 8, 9, 10, 11, and 12 in Block 21 as shown on a map entitled "Beaver Dam Lake - Section One - Map of Lands of Henry Powell Ramsdell"; filed in the Orange County Clerk's office on May 5, 1931 as map number 1044, being more particularly bounded and described as follows:

BEGINNING at a point in the easterly line of Walnut Avenue (50' wide), where the same is intersected by the dividing line between lots 12 and 13 in Block 21 as shown on the map of Beaver Dam Lake - Section One. Said point being distant 102.54' on a course of N 19°-24'00" E along the easterly line of Walnut Avenue from the northerly end of the curve connecting to the northerly line of Oak Drive; and running thence,

(1) N 19°-24'-00" E 150.00' along the easterly line of Walnut Avenue to a point; thence,

(2) S 70°-36'-00" E 125.00' along the dividing line between lots

Made the  
and eighty

Between

day of

July

nineteen hundred

THOMAS H. KREIE, presently residing at 3 Chestnut Ridge,  
Mahopac Road, Mahopac, New York

part y of the first part,

and

JOHN C. THOMPSON, presently residing at 325 Shore Drive,  
R.D. #4, New Windsor, New York

part y of the second part,

**Witnesseth,** that the part y of the first part, in consideration of

TEN and 00/100 (\$10.00) ----- Dollars,

lawful money of the United States,

paid by the part y of the second part

do es hereby grant and release unto the part y of the second part,

his heirs

and assigns forever,

**All** that piece or parcel of land, situated in the Town of New Windsor,  
Orange County, New York, being lots 7, 8, 9, 10, 11, and 12 in Block 21  
as shown on a map entitled "Beaver Dam Lake - Section One - Map of  
Lands of Henry Powell Ramsdell"; filed in the Orange County Clerk's  
office on May 5, 1931 as map number 1044, being more particularly  
bounded and described as follows:

BEGINNING at a point in the easterly line of Walnut Avenue (50' wide),  
where the same is intersected by the dividing line between lots 12 and  
13 in Block 21 as shown on the map of Beaver Dam Lake - Section One.  
Said point being distant 102.54' on a course of N 19°-24'00" E along  
the easterly line of Walnut Avenue from the northerly end of the  
curve connecting to the northerly line of Oak Drive; and running  
thence,

- (1) N 19°-24'-00" E 150.00' along the easterly line of Walnut  
Avenue to a point; thence,
- (2) S 70°-36'-00" E 125.00' along the dividing line between lots  
# 6 and #7 in Block 21 as shown on said "Beaver Dam Lake -  
Section 1" map to a point; thence,
- (3) S 19°-24'-00" W 150.00' along the easterly line of lots 7 through  
12 in Block 21 to a point; thence,

(continued)

(4) N 70°-36'-00" W 125.00' along the southerly dividing line of lot #12 to the point or place of beginning.

Containing 0.430 acres of land more or less.

SUBJECT to any easements, rights of ways or restrictions of record.

TOGETHER WITH an easement or right of way as an appurtenance to said premises over all streets and parkways shown on said map, and the right to use the Lake shown on said map for boating, fishing, recreation and sports insofar as Anna Johnson had the right to grant such use to the owners of their predecessors in title, without recourse, however, to Anna Johnson, her heirs, executors, administrators or assigns, for any claim of damages, cause of action or claim of liability for injury or death caused by or arising from or by reason of the use of said streets and parkways, or said Lake, by the owners, their heirs or assigns, as described in Liber 1822 page 647

BEING AND INTENDED TO BE the same premises as were conveyed from Gregory P. Kleisley and Marcia J. Kleisley to Thomas H. Kreie by Deed dated June 17, 1969 and recorded in the Orange County Clerk's Office on June 19, 1969 in Liber 1822 of Deeds at page 667 and the premises conveyed by deed from Maria C. Lopa and Vincent J. Maggio by Deed dated September 20, 1974 and recorded in the Orange County Clerk's Office on October 9, 1974 in Liber 1991 of Deeds at page 694.

at the office of the lending institution

o'clock on or about Jan. 2, 1989.

PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than Century 21 A. B. S.

and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).

Streets and  
assignment  
of unpaid  
awards

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

Mortgagee's  
certificate or  
letter as to  
existing  
mortgage(s)

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before the CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

Compliance  
with state  
and municipal  
department  
violations  
and orders

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

omit if the  
property is  
not in the  
City of  
New York

b. SELLER shall be responsible for the payment of all taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

Installment  
assessments

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

Apportionments

13. The following are to be apportioned as of midnight of the day before the day of CLOSING:

(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGES. (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

Water meter  
readings

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

Allowance  
for unpaid  
taxes, etc.

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

Use of  
purchase  
price to pay  
encumbrances

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit the money with the title insurance company employed by PURCHASER and required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

Affidavit as  
to judgments,  
bankruptcies  
etc.

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

Deed transfer  
recording  
taxes

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

Purchaser's  
lien

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey instrument, shall be held by the lender for the benefit of the PURCHASER.

of unpaid  
awards

Mortgagee's  
certificate or  
letter as to  
existing  
mortgage(s)

Compliance  
with state  
and municipal  
department  
violations  
and orders  
  
omit if the  
property is  
not in the  
City of  
New York

Installment  
assessments

Apportionments

Water meter  
readings

Allowance  
for unpaid  
taxes, etc.

Use of  
purchase  
price to pay  
encumbrances

Affidavit as  
to judgments,  
bankruptcies  
etc.

Deed transfer  
recording  
taxes

Purchaser's  
lien

Seller's  
inability  
to convey  
limitation  
of liability

Condition  
of property

SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before the CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

13. The following are to be apportioned as of midnight of the day before the day of CLOSING:

(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGES. (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit the money with the title insurance company employed by PURCHASER and required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.



Entire agreement

Changes must be in writing

Singular also means plural

22. All prior understandings and agreements between SELLER and PURCHASER completely expresses their full agreement. It has been entered into after full investigation, and no statements made by anyone else that is not set forth in this Contract.

23. This Contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

25. The contract is subject to the purchasers obtaining a conventional mortgage in the amount of \$108,750.00 on or before December 9, 1988. The purchasers agree to make diligent application for said mortgage loan and to notify the seller's attorney as soon as said mortgage loan is obtained. In the event the purchasers are unable to obtain said mortgage loan by the aforesaid date, seller or purchasers shall have the option of cancelling this contract and the down payment shall be forthwith returned to the purchasers and the contract shall be declared null and void with no liability to either party.

DV  
CAC

NOTARIAL PUBLIC

Daniel P. Voegelsong  
Daniel P. Voegelsong  
VOG-LESONO

John Thompson  
John Thompson

Christine A. Caldwell  
Christine A. Caldwell

STATE OF NEW YORK, COUNTY OF  
On 19

ss.: before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF  
On 19

ss.: before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF  
On 19

ss.: before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the  
of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF  
On 19

ss.: before me personally came to me known and known to me to be a partner in

a partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name, and said duly acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

Adjournment Closing of title under the within contract is hereby adjourned to  
o'clock, at  
as of 19

19 at  
title to be closed and all adjustments to be made

Assignment For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto  
and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated 19

Purchaser

Assignee of Purchaser

Contract of Sale

PREMISES



plural

25. The contract is subject to the purchasers obtaining a conventional mortgage in the amount of \$108,750.00 on or before December 9, 1988. The purchasers agree to make diligent application for said mortgage loan and to notify the seller's attorney as soon as said mortgage loan is obtained. In the event the purchasers are unable to obtain said mortgage loan by the aforesaid date, seller or purchasers shall have the option of cancelling this contract and the down payment shall be forthwith returned to the purchasers and the contract shall be declared null and void with no liability to either party.

DV  
CAC

~~NOTARIAL SEAL~~

Daniel P. Vogelson  
Daniel P. Vogelson  
VOGELSON

John Thompson  
John Thompson

Christine A. Caldwell  
Christine A. Caldwell

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came  
to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the  
of  
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF  
On 19 before me personally came  
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name, and said duly acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

Adjournment Closing of title under the within contract is hereby adjourned to 19 at  
o'clock, at title to be closed and all adjustments to be made  
as of 19

Assignment For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto  
and said assignee hereby assumes all obligations of the purchaser thereunder.  
Dated 19

Purchaser

Assignee of Purchaser

## Contract of Sale

## PREMISES

Title No.

JOHN THOMPSON

TO

DANIEL P. VOGELSONG and  
CHRISTINE A. CALDWELL

Section

Block

Lot

County or Town

Street Numbered Address

Tax Billing Address

RECORD AND RETURN BY MAIL TO:

Zip No.

RIDER TO CONTRACT OF SALE

Between JOHN THOMPSON, Sellers  
and DANIEL P. VOGLESONG and CHRISTINE A. CALDWELL, Purchasers.

Anything to the contrary herein notwithstanding, it is further specifically understood and agreed by and between the parties hereto as follows:

1. Purchasers shall have ten (10) days after receipt of a fully executed contract of sale by their attorney to obtain at their sole expense, a wood-destroying insect inspection of the premises; and if said inspection reveals such infestation, purchasers promptly may, in writing, present evidence of same and declare this agreement null and void whereupon the down payment shall be returned to the seller, at their sole expense, within fifteen (15) days of such notice, remove all such infestation and repair all damage caused thereby, whereupon this agreement shall continue in full force and effect.

2. The purchasers hereby reserve the right to have the subject premises surveyed by a licensed surveyor at their sole expense within twenty (20) days after the issuance of a firm mortgage commitment (or within twenty days of receipt by the attorney for the purchaser of a fully signed contract, if there is no mortgage involved), and in the event that said survey reveals any encroachments or that the amount of the property to be conveyed by the sellers herein is substantially less than as indicated in this contract, to consider this contract null and void and to secure a refund of all earnest moneys paid hereunder.

3. Sellers shall, at their sole expense, deliver to purchasers' attorneys at closing of title, a current Unconditional Certificate of Occupancy for a one family residence for the premises or a letter from the Building Inspector's Office confirming that no Certificate of Occupancy is required for the same.

4. The down payment on the annexed contract of sale is hereby amended to read: \$16,250.00.

5. The execution of the printed form of contract by the sellers annexed hereto shall constitute acceptance of the terms of this Rider.

THIS INDENTURE dated the \_\_\_\_\_ day of \_\_\_\_\_, 1988, between DANIEL P. ~~VOGELSONG~~ <sup>VOGLESONG</sup> and CHRISTINE A. CALDWELL, residing at 44 Clinton Street, Cornwall, New York 12518, hereinafter referred to collectively as "First Party"; and JOHN THOMPSON, residing at 360 Walnut Avenue, New Windsor, New York, hereinafter referred to collectively as "Second Party", WITNESSETH THAT:

WHEREAS, First Party has contracted to purchase premises known as 360 Walnut Street, Town of New Windsor, Orange County, New York from Second Party, and

WHEREAS, First Party has applied for a mortgage commitment. In the event their mortgage application is denied, First Party will remove themselves from the premises within 30 days of the date of denial.

WHEREAS, First Party desires occupancy of said premises prior to the actual date of closing of title, and

WHEREAS, Second Party will permit said prior possession only upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of \$1.00 paid by First Party to Second Party, and these presents, First Party agrees as follows:

1. That First Party shall take possession of said premises and occupy the same for themselves and family on November 1, 1988 or at any time after the execution of this agreement;
2. That First Party shall be responsible for the payment for the use of all maintenance, utilities and other charges normally attendant to home ownership as to said date of possession;
3. The First Party shall pay the sum of \$1,000.00 per month in advance on the first day of each month as rent for said premises.
4. That the First Party represents that they intend to close title as soon as the lending institution granting the mortgage will permit a closing appointment.
5. That First Party will insure the premises against loss due to fire or elements effective on the date of said occupancy and shall insure First Party's personal possessions.

6. That First Party hereby releases Second Party from all liability for injury attendant to said possession and hereby holds harmless said Second Party from any and all claims whatever which may result therefrom;

7. That First Party accepts the premises as First Party finds them and will not forestall the closing of title due to reliance upon any right given them under the contract, or at law or in equity;

8. That in the event of non-performance of the contract by First Party, First Party shall remove themselves and their possessions from the premises forthwith.

IN WITNESS WHEREOF, the First Party have hereunto set their hands and seals the 31<sup>st</sup> day of October, 1988.

*Daniel P. Voglesong*  
Daniel P. Voglesong  
Voglesong

*Christine A. Caldwell*  
Christine A. Caldwell

6-10-91

PRELIMINARY MEETING: VOGLESONG, CHRISTINE

MR. FENWICK: This is a request for 12 foot rear yard variance to construct screened-in porch located at 360 Walnut Avenue (BDL) in R-4 zone.

Christine Voglesong came before the Board representing this proposal.

MR. FENWICK: Tell us what you'd like to do.

MRS. VOGLESONG: We'd like to attach a screened porch with a poured concrete foundation onto the side of the house, onto the back of the house.

MR. FENWICK: Is there anything existing there now?

MRS. VOGLESONG: No, there used to be a deck but it was taken down before we purchased the house.

MR. TORLEY: The deck that's shown you submitted is no longer there?

MRS. VOGLESONG: Anything else besides this application?

MR. KONKOL: When was the foundation taken down?

MRS. VOGLESONG: It was down when we purchased in 1988.

MR. KONKOL: You don't know the dimensions?

MRS. VOGLESONG: No but is it perhaps shown on the --

MR. FENWICK: No, it's not really clear. Tell us why you want this deck.

MRS. VOGLESONG: To enjoy the summer months more.

MR. FENWICK: We have a test called practical difficulty and you have to meet it.

MR. LUCIA: Okay, the, if the Board sets you up for a public hearing, the legal standard that this Board has to find in order to grant you an area variance is something called practical difficulty and that involves, on your part, proof of something that's called significant economic injury. You have to show why you would suffer an economic injury by the strict application of the zoning ordinance and the rear yard, required rear yard to your property. Essentially, that's a dollar and cents proof. You have to come in and show why it is this Board

6-10-91

should vary the zoning ordinance to let you put the deck there as opposed to someplace else, like a side yard that might not require a variance or might require a smaller variance so it involves economic trade-off, what you can show the Board in dollars and cents. It's the strict application of the ordinance. That basically is the legal standard of the word defined.

Aesthetics and your desire to use the property now everyone understands that as property owners but the Board has specific legal standards they have to apply in order to grant variances so you really need to make the economic injury showing.

MRS. VOGLESONG: Is that written someplace that I can take it home and look at it?

MR. LUCIA: You can look at the application. You've got a four page application form. I think you'll see in there the use variance paragraph pertaining to proof of practical difficulty. That's really where you have to spell out your economic injury.

MRS. VOGLESONG: Okay, I'm not sure I have it or not but I'll look when I get home.

MRS. BARNHART: I mailed them to you, Christine, remember?

MR. LUCIA: Four or five page application form.

MRS. VOGLESONG: Oh, okay.

MR. LUCIA: There's a practical difficulty question that's the issue you have to speak to.

MR. FENWICK: This is in Beaver Dam.

MRS. VOGLESONG: Yes. You said as related to economics.

MR. LUCIA: Specific economic injury why it is that you need this variance and you can't get by either putting a deck someplace else on a side yard that would require no variance or a smaller variance. How big is the deck we're talking about?

MRS. VOGLESONG: Fourteen (14) feet by --

MR. FENWICK: Fourteen (14) by 18.

MR. TORLEY: The 18 is the depth?

MR. FENWICK: Eighteen (18) is long with the house, 14 is

6-10-91

deep. Here is the application. So, actually they have only got 2 foot more and they are into a variance out the back of the house. They are 42 feet from the rear of the house, 42 feet from the property line.

MR. BABCOCK: Yes and the requirement says 40 feet so they can put a 2 foot deck up there, legally, that's it.

MR. LUCIA: Obviously a 2 foot wide deck would add very little, if not subtract, from the value of the house so argue that kind of thing. The Board would like to see some photographs of the back yard and how it would impact your neighbors to the rear. I would also like to see a copy of your deed and title policy from when you purchased the house. If there are other houses in the area that have similar decks and they similarly have undersized back yards that is relevant which you can bring in also. Talk to the neighbors or whatever.

MRS. VOGLESONG: I really would rather not take a photo, if I can, but can I just mention someone next door.

MR. LUCIA: The neighbors will be notified, part of the notification procedure but at some point, you may want to talk to the neighbors to gauge their anticipated reaction because they will get letters from the town with the hearing notice.

MR. FENWICK: What do you mean you'd rather not take photographs?

MRS. VOGLESONG: I just feel a little funny saying I want to take a photograph of your home.

MR. FENWICK: I want to make sure you have got photographs.

MRS. VOGLESONG: My yard, no problem but my neighbors --

MR. FENWICK: No problem. Any other questions? Do we have a motion to set her up for a public hearing?

MR. NUGENT: I'll make the motion.

MR. KONKOL: I'll second it.

MR. LUCIA: Do we want more detailed plans? The plans we have obviously show a nonexistent deck and we really don't have much of anything that shows specifically this proposal. Do we want more on paper?

MR. FENWICK: This is it in here.

6-10-91

MR. LUCIA: Okay, I'm sorry, that's fine.

MR. FENWICK: Anybody else from the Board want anything else from the applicant?

ROLL CALL:

Mr. Torley	Aye
Mr. Finnegan	Aye
Mr. Konkol	Aye
Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Fenwick	Aye

MRS. BARNHART: Fill out the paperwork and read over the procedure and fill out all your paperwork. You have to call the assessor and get a list.

MRS. VOGLESONG: I have done that.

MRS. BARNHART: When you've filled out all of your paperwork, give me a call.





1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

(63)

June 6, 1991

Christine Caldwell Voglesong  
RD 4, Box 360 Walnut Ave  
New Windsor, NY 12553

Re: 500 ft. Variance List  
Tax Map Parcel 62-3-5 & 62-3-6

Dear Ms. Voglesong:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$85.00, minus your deposit of \$25.00.

Please remit the balance of \$60.00 to the Town Clerk, Town of New Windsor, NY.

Sincerely,

*Leslie Cook*

LESLIE COOK  
Sole Assessor

LC/cp  
Attachments

cc: Patricia Barnhart

Moore, Helen Clarke ✓  
RD #4, Box 349, Shore Dr.  
New Windsor, NY 12553

Mans, Donna M. ✓  
c/o Donna M. Gery  
Intel Div. H.Q. Command, USAE Shape  
APO, NY 09055

Mans, Lourens & Angeline ✓  
RD #4, Box 351, Shore Dr.  
New Windsor, NY 12553

Horrace, Gregory & Patricia ✓  
Box 352, RD #4  
New Windsor, NY 12553

Allen, Frank H. & Alice M. ✓  
RD #4, Box 350C, Shore Dr.  
New Windsor, NY 12553

Gooler, Anthony A. & Christine L. ✓  
Box 362, RD #4, Walnut St.  
New Windsor, NY 12553

Rosenbauer, Carl G. & Laura ✓  
Box 361, RD #4, Walnut Ave.  
New Windsor, NY 12553

Miller, Willaim & Fannie ✓  
RD #4, Walnut Ave.  
New Windsor, NY 12553

Galasso, Anthony & Vincie ✓  
RD #4, Box 358B, Walnut Ave.  
New Windsor, NY 12553

Mahoney, John J. & Nancy ✓  
RD #4, Walnut Ave.  
New Windsor, NY 12553

Kamas, Joseph ✓  
RD #4, Box 356, Walnut Ave.  
New Windsor, NY 12553

Staples, Frederick S. & Lorraine ✓  
Walnut Ave., RD #4  
New Windsor, NY 12553

Rydlowski, Michael & Debra ✓  
RD #4, Box 350-1 Shore Rd.  
New Windsor, NY 12553

Esposito, Charles P. & Norma J.  
350A Shore Dr.  
New Windsor, NY 12553 ✓

Ventiera, Jr. George & Lorraine  
Box 350B, RD #4, Shore Dr.  
New Windsor, NY 12553 ✓

Ledecky, Berta ✓  
1000 Green St.  
San Francisco, CA 94133

Allen, Frank H. & Alice M.  
RD #4, Box 350C, Shore Dr.  
New Windsor, NY 12553

Montalvo, Irving & Gloria Jusino  
16 Seminara Circle  
Garnerville, NY 10923 ✓

Keyser, Kevin F. & Christine F. ✓  
RD #4, Walnut Ave., Box 361B  
New Windsor, NY 12553

Walsh, Jr., William P. & Mary Ann ✓  
625 Fountain Blvd.  
Satellite Beach, FL 32937

Somma, Salvatore & Barbara L. ✓  
RD #4, Oak Dr., Box 463  
New Windsor, NY 12553

Davidson, Carol R. ✓  
RD #4, Oak Dr., Box 460  
New Windsor, NY 12553

Salony, John & Ann ✓  
Box 466, Oak Dr., RD #4  
New Windsor, NY 12553

Fravola, Anthony & Mary ✓  
RD #4, Oak Dr.  
New Windsor, NY 12553

Kosik, Alexander & Mary ✓  
RD #4, Oak Dr.  
New Windsor, NY 12553

Vella, Charles G. & Frederica ✓  
c/o Vincent Doce  
15 New Rd.  
Newburgh, NY 12550

Beaver Dam Lake Water Corp.  
c/o Helen O'Leary ✓  
Shore Dr., RD #4, Box 530B  
New Windsor, NY 12553

Payson, Dominic A. ✓  
& Karen Jacobsen  
485 Maple Ave.  
New Windsor, NY 12553

Kieck, Frank ✓  
& Carmen Leon  
Box 486, Maple Ave., RD #4  
New Windsor, NY 12553

Rubino, Paul R. & Katrina C. ✓  
Linder Ave., Beaver Dam Lake  
New Windsor, NY 12553

Rinaldi, Mary ✓  
RD #4, Box 484, Maple Ave.  
New Windsor, NY 12553

Ramel, Patricia ✓  
Maple Ave., RD #4, Box 480  
New Windsor, NY 12553

Nuccio, Robert T. & Susanna S. ✓  
RD #4, Maple Ave., Box 480  
New Windsor, NY 12553

Newman Development Company ✓  
RD #1, Box 313, Route 9  
Fishkill, NY 12524

Ahlert, William K. & Karen L. ✓  
PO Box 659  
Hackettstown, NJ 07840

Pucci, John J. & Susan A. ✓  
RD #4, Box 482, Maple Ave.  
New Windsor, NY 12553

Yanchewski, John & Joanne ✓  
RD #4, Box 346, Shore Dr.  
New Windsor, NY 12553

Gasparini, Peter A. ✓  
RD #4, 355 Walnut Ave.  
New Windsor, NY 12553

Dimitri, Frank & Lorraine ✓  
RD #4, Walnut Ave.  
New Windsor, NY 12553

Proietto, Mildred M. ✓  
& Anthony Edward & Paul  
RD #4, Oak Dr. Box 461  
New Windsor, NY 12553

Williams, Douglas ✓  
RD #4, Box 462, Oak Dr.  
New Windsor, NY 12553

Kustera, Rita ✓  
PO Box 23  
Salisbury Mills, NY 12577

Cirigliano, Francis A. ✓  
466 Oak Dr.  
New Windsor, NY 12553

Prestano, Charles & Maryellen ✓  
467 Oak Dr.  
New Windsor, NY 12553

Janatsch, Edward W. & Margaret J. ✓  
RD 4, Box 469 Oak Drive  
New Windsor, NY 12553

Schimenti, Dolores M. ✓  
Apt. 2H  
300 East 51 St.  
New York, NY 10022

Aceto, David ✓  
RD 4 Shore Drive  
New Windsor, NY 12553

Widmayer, Adele A. & William G. ✓  
RD 4, Box 323  
New Windsor, NY 12553

Losio, Joseph & Winifred ✓  
Box 325, RD 4 Shore Drive  
New Windsor, NY 12553

Hubbe, Martin Allen & ✓  
Elizabeth Barrett Hubbe  
328 Shore Drive  
New Windsor, NY 12553

Coffey, Terrance J. & Elizabeth P.  
Shore Dr., RD 4 Box 331  
New Windsor, NY 12553 ✓

Dainty, James A. & Sonia M.  
RR 4, Box 313 Hillside Ave. ✓  
Greenwood Lake, NY 10925

McGuinness, James P. & Carol B.  
RD 4 Shore Drive ✓  
New Windsor, NY 12553

McGuinness, Carole B. ✓  
Shore Drive  
New Windsor, NY 12553

Trainor, Craig T. & Lisa A.  
353B Shore Drive ✓  
New Windsor, NY 12553

Morasse, Richard & Ursula ✓  
RD #4 Box 372 Lakeside Drive  
New Windsor, NY 12553

Frisch, Thomas & Annemarie  
Box 454B, RD 4 Short Rd. ✓  
New Windsor, NY 12553

Lally, Margaret Mary ✓  
c/o M.A. Costa, Esq. ✓  
386 Chestnut Court  
Yorktown Heights, NY 10598

Kiernan, Harold A. ✓  
PO Box 215  
Newburgh, NY 12550

Robare, Raymond & Margaret ✓  
Box 368 Short Drive  
New Windsor, NY 12553

Kolodie, Edith ✓  
Box 459, RD 4 Short Rd. ✓  
New Windsor, NY 12553

Duncanson, Robert J. ✓  
370 B Lakeside Drive ✓  
New Windsor, NY 12553

Williams, Robert I. & Patricia A. ✓  
RD 4, Box 370 Lakeside Road ✓  
New Windsor, NY 12553

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals  
of the TOWN OF NEW WINDSOR, New York will hold a  
Public Hearing pursuant to Section 48-34A of the  
Zoning Local Law on the following proposition:

Appeal No. 17

Request of Christine C. Voglesong

for a VARIANCE of

the regulations of the Zoning Local Law to  
permit to construct a screen porch with  
roof with insufficient rear yard

being a VARIANCE of

Section 48-12, Table use/bulk, Col. G

for property situated as follows:

RD 4, Box 360 Walnut Ave

New Windsor NY 12553

SAID HEARING will take place on the 8th day of  
July, 1991, at the New Windsor Town Hall,  
555 Union Avenue, New Windsor, N. Y. beginning at  
7:30 o'clock P. M.

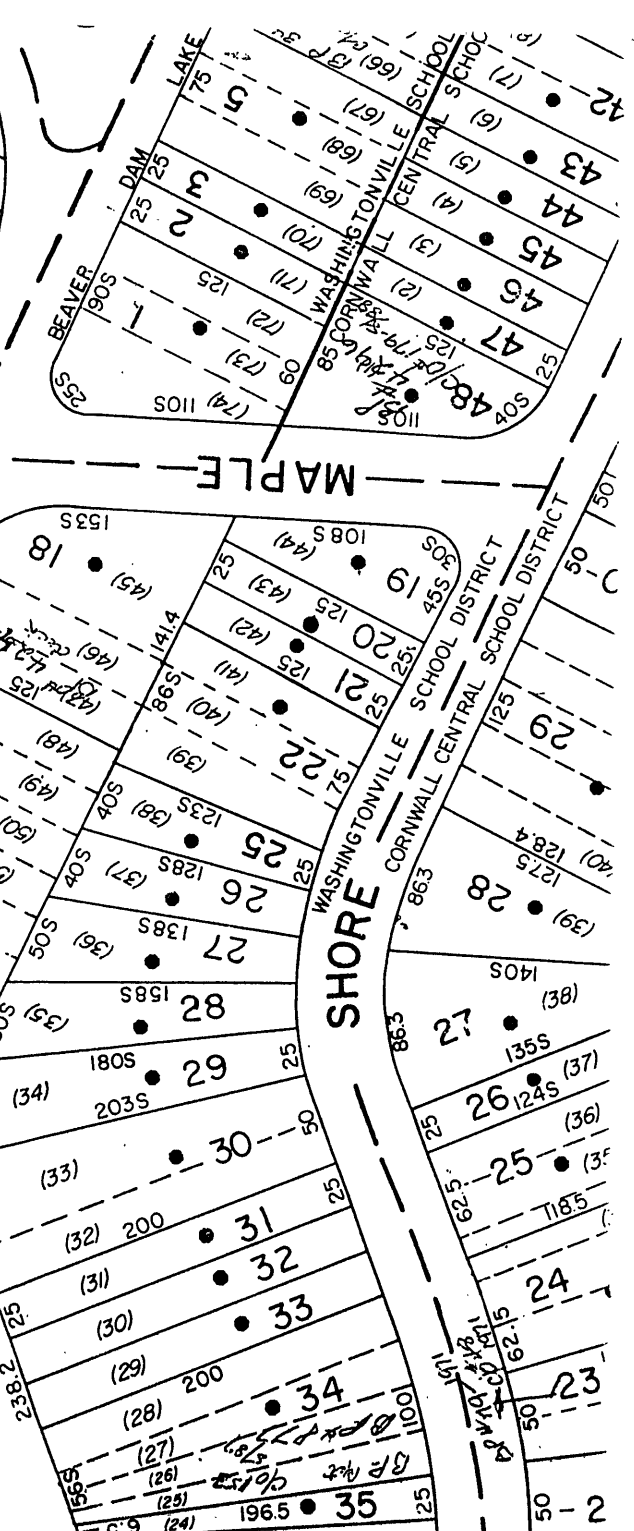
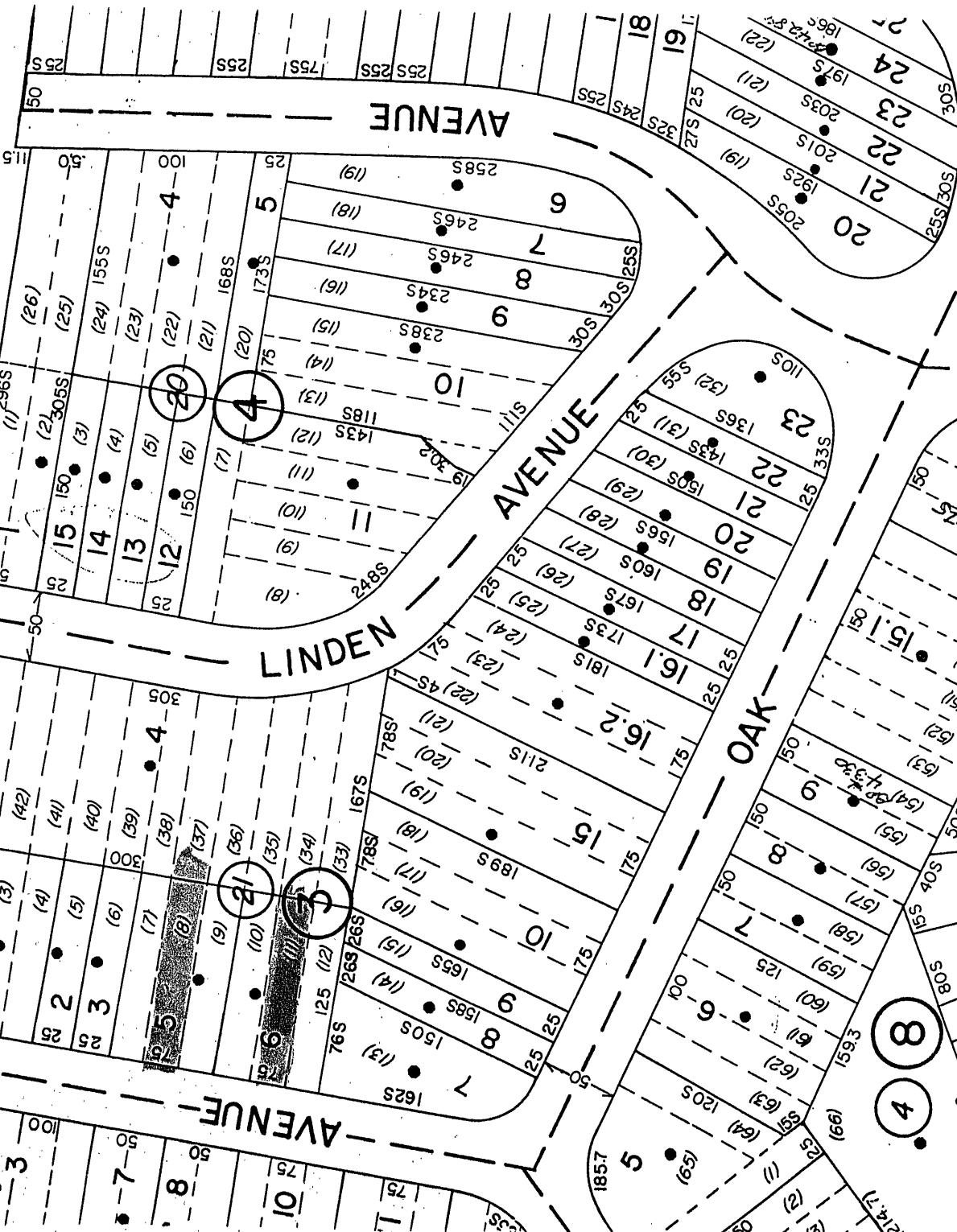
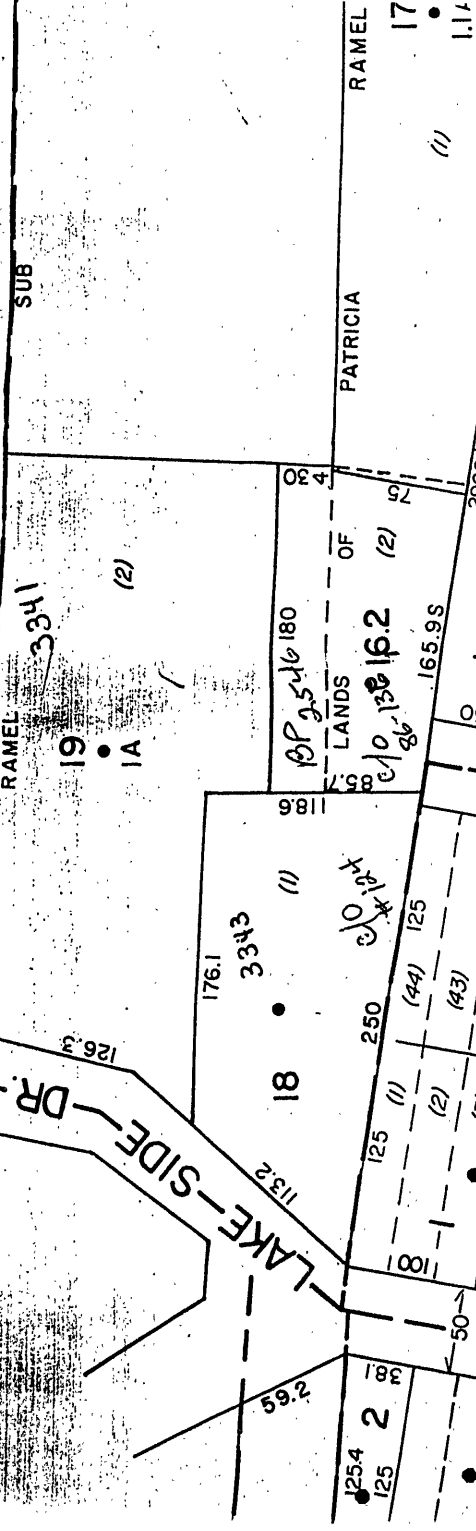
Richard Fenwick  
Chairman

62-3-506  
Walnut Ave

LAKE-SIDE-DR.

RAMEL 3341

SUB





**IMPORTANT**  
**REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE**

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

**CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807**

- 1- WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
- 2- FOUNDATION INSPECTION - CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
- 3- INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
- 4- WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
- 5- INSULATION.
- 6- PLUMBING FINAL & FINAL: HAVE ON HAND ELECTRICAL INSPECTION DATA PER THE BOARD OF FIRE UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
- 7- DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
- 8- \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE SAME INSPECTION TWICE.
- 9- PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
- 10- THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
- 11- SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
- 12- SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
- 13- ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.
- 14- ALL BUILDING PERMITS WILL NEED A CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A \$15.00 FEE FOR THIS.

Name of Owner of Premises Daniel Voglesong and Christine Caldwell  
Address RD4, Box 360 Walnut Ave Phone 496-1589  
Name of Architect \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Name of Contractor Donald Satherly  
Address 20 McDowell Pl. hbg Phone 561-9401  
State whether applicant is owner, lessee, agent, architect, engineer or builder owner  
If applicant is a corporation, signature of duly authorized officer.

\_\_\_\_\_  
(Name and title of corporate officer)

1. On what street is property located? On the east side of Walnut Ave  
(N.E. or W.)  
and \_\_\_\_\_ feet from the intersection of \_\_\_\_\_
2. Zone or use district in which premises are situated. Is property in a flood zone? Yes ..... No .....
3. Tax Map description of property: Section 62 Block 3 Lot 5+6
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:  
a. Existing use and occupancy ..... b. Intended use and occupancy .....
5. Nature of work (check which applicable): New Building ..... Addition ☒ Alteration ..... Repair .....  
Demolition ..... Other .....

APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

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Name of Owner of Premises Daniel Voglesong and Christine Caldwell  
Address RD4, Box 360 Walnut Ave Phone 496-1589  
Name of Architect \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Name of Contractor Donald S. Herly  
Address 20 McDowell Pl. High Phone 561-9401  
State whether applicant is owner, lessee, agent, architect, engineer or builder owner  
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the east side of Walnut Ave  
(N.S.E. or W.)  
and \_\_\_\_\_ feet from the intersection of \_\_\_\_\_
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3. Tax Map description of property: Section 62 Block 3 Lot 5 + 6
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a. Existing use and occupancy \_\_\_\_\_ b. Intended use and occupancy \_\_\_\_\_
5. Nature of work (check which applicable): New Building \_\_\_\_\_ Addition ☒ Alteration \_\_\_\_\_ Repair \_\_\_\_\_  
Removal \_\_\_\_\_ Demolition \_\_\_\_\_ Other \_\_\_\_\_
6. Size of lot: Front Rear \_\_\_\_\_ Depth \_\_\_\_\_ Front Yard \_\_\_\_\_ Rear Yard \_\_\_\_\_ Side Yard \_\_\_\_\_  
Is this a corner lot? no
7. Dimensions of entire new construction: Front 18' Rear 18' Depth 14' Height 8' Number of stories 1
8. If dwelling, number of dwelling units na Number of dwelling units on each floor \_\_\_\_\_  
Number of bedrooms \_\_\_\_\_ Baths \_\_\_\_\_ Toilets \_\_\_\_\_  
Heating Plant: Gas \_\_\_\_\_ Oil \_\_\_\_\_ Electric/Hot Air \_\_\_\_\_ Hot Water \_\_\_\_\_  
If Garage, number of cars \_\_\_\_\_
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use \_\_\_\_\_
10. Estimated cost \$8000 Fee \$40.00  
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....  
Approved.....19.....  
Disapproved a/c.....  
Permit No. ....

Office Of Building Inspector  
Michael L. Babcock  
Town Hall, 555 Union Avenue  
New Windsor, New York 12550  
Telephone 565-8807

Refer —

Planning Board.....  
Highway.....  
Sewer.....  
Water.....  
Zoning Board of Appeals .....

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

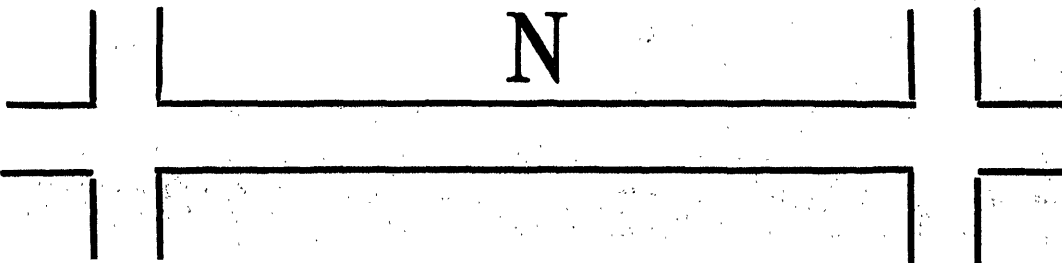
.....  
(Signature of Applicant)

.....  
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Refer —

Planning Board.....  
Highway.....  
Sewer.....  
Water.....  
Zoning Board of Appeals .....

# APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

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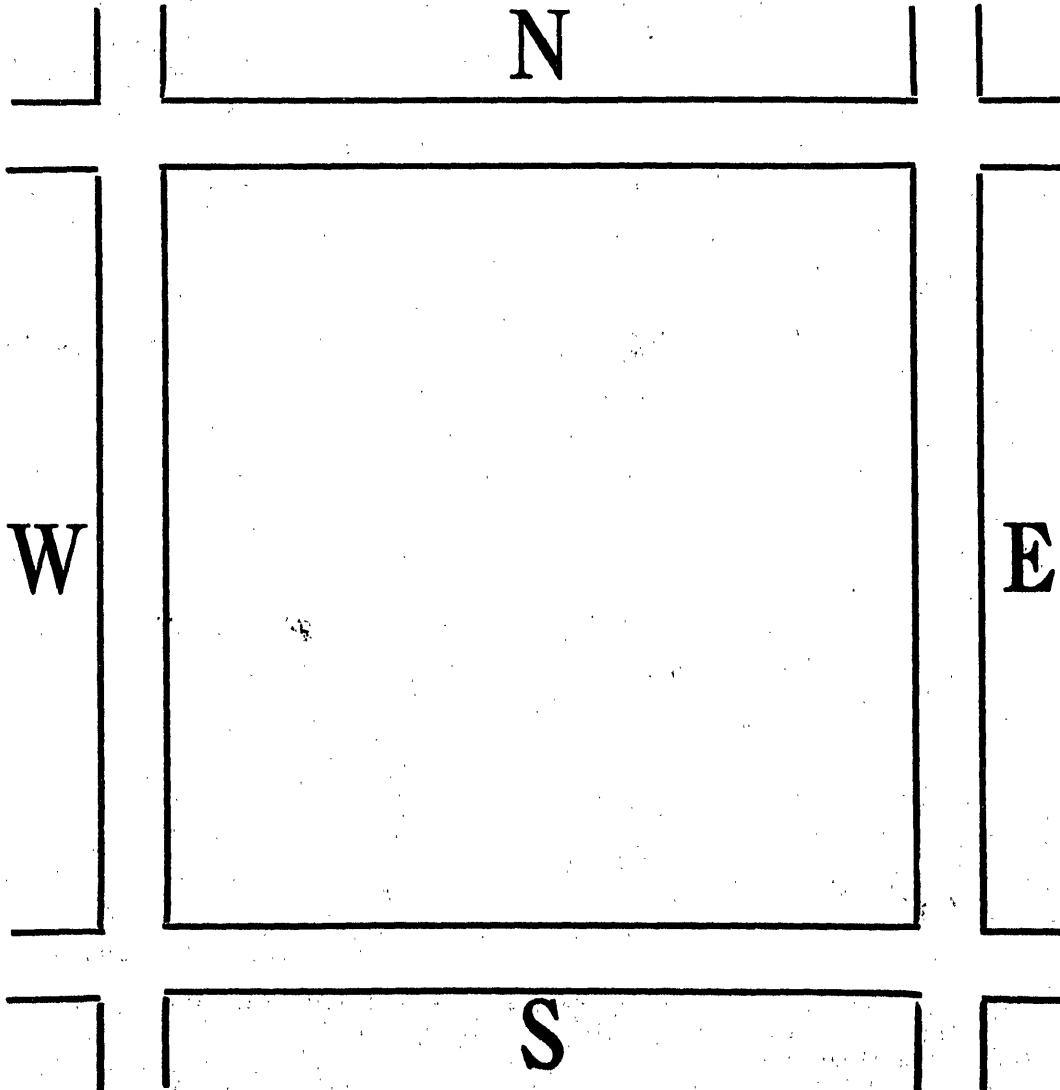
.....  
(Signature of Applicant)

.....  
(Address of Applicant)

## PLOT PLAN

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# TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....

Approved.....19.....

Disapproved.....19.....

Permit No.....

Refer.....

Planning Board.....

Highway.....

Sewer.....

Water.....

Zoning Board of Appeals.....

Office Of Building Inspector

Michael L. Babcock

Town Hall, 555 Union Avenue

New Windsor, New York 12550

Telephone 585-8807

## APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

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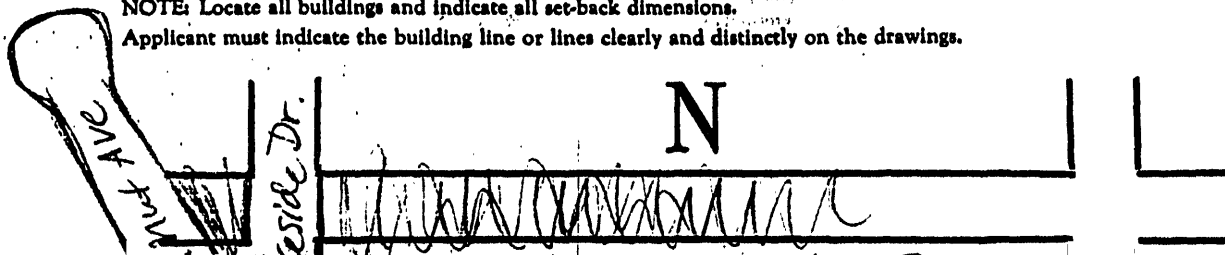
*Christine Williams*  
(Signature of Applicant)

.....  
(Address of Applicant)

### PLOT PLAN

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## Refer

**Pursuant to New York State Building Code and Town Ordinances**

## Planning Board.....

**Highway.....**

**Sewer:**

## Water

## Zoning Board of Appeals .....

Date.....19.....

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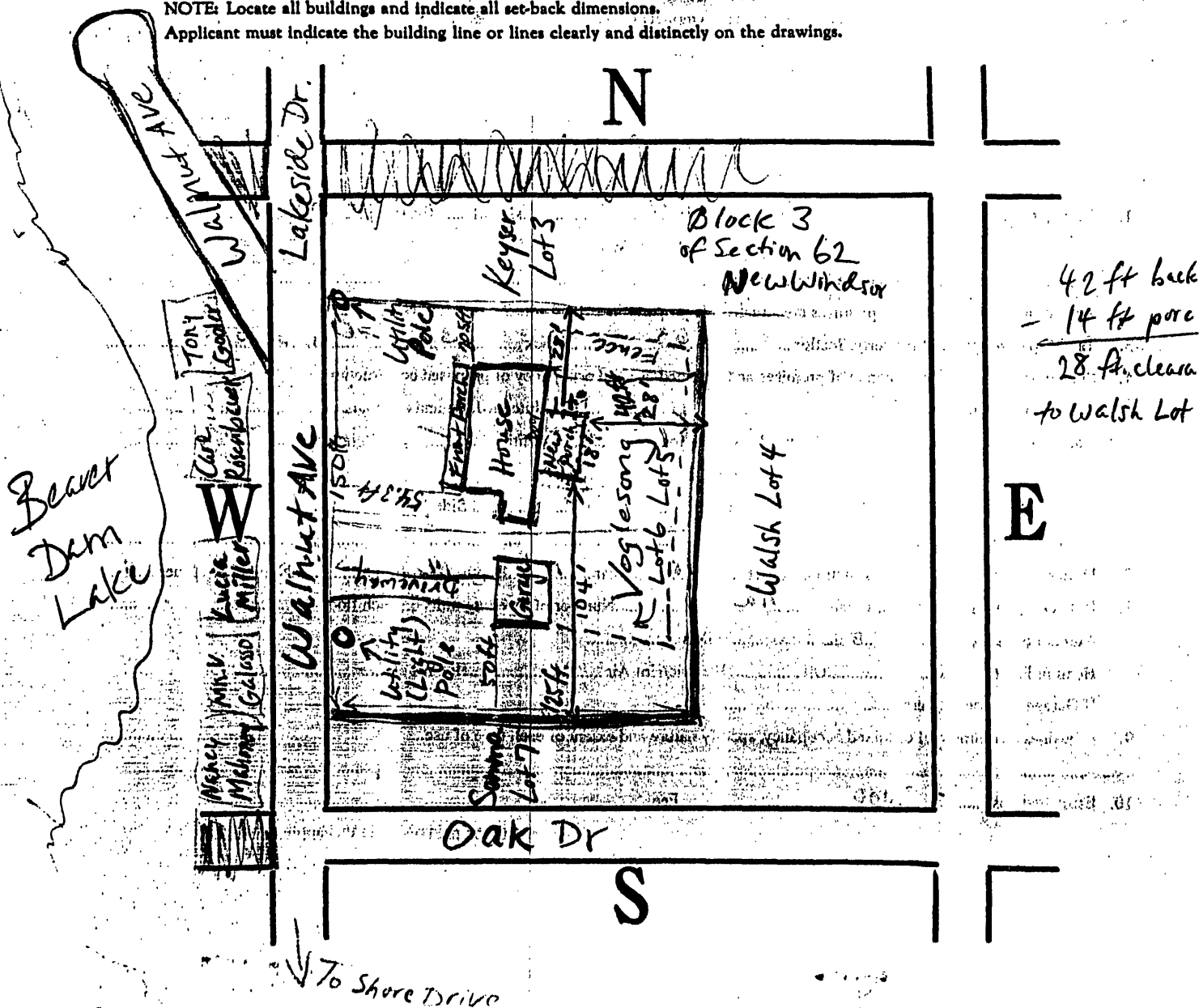
**(Signature of Applicant)**

**(Address of Applicant)**

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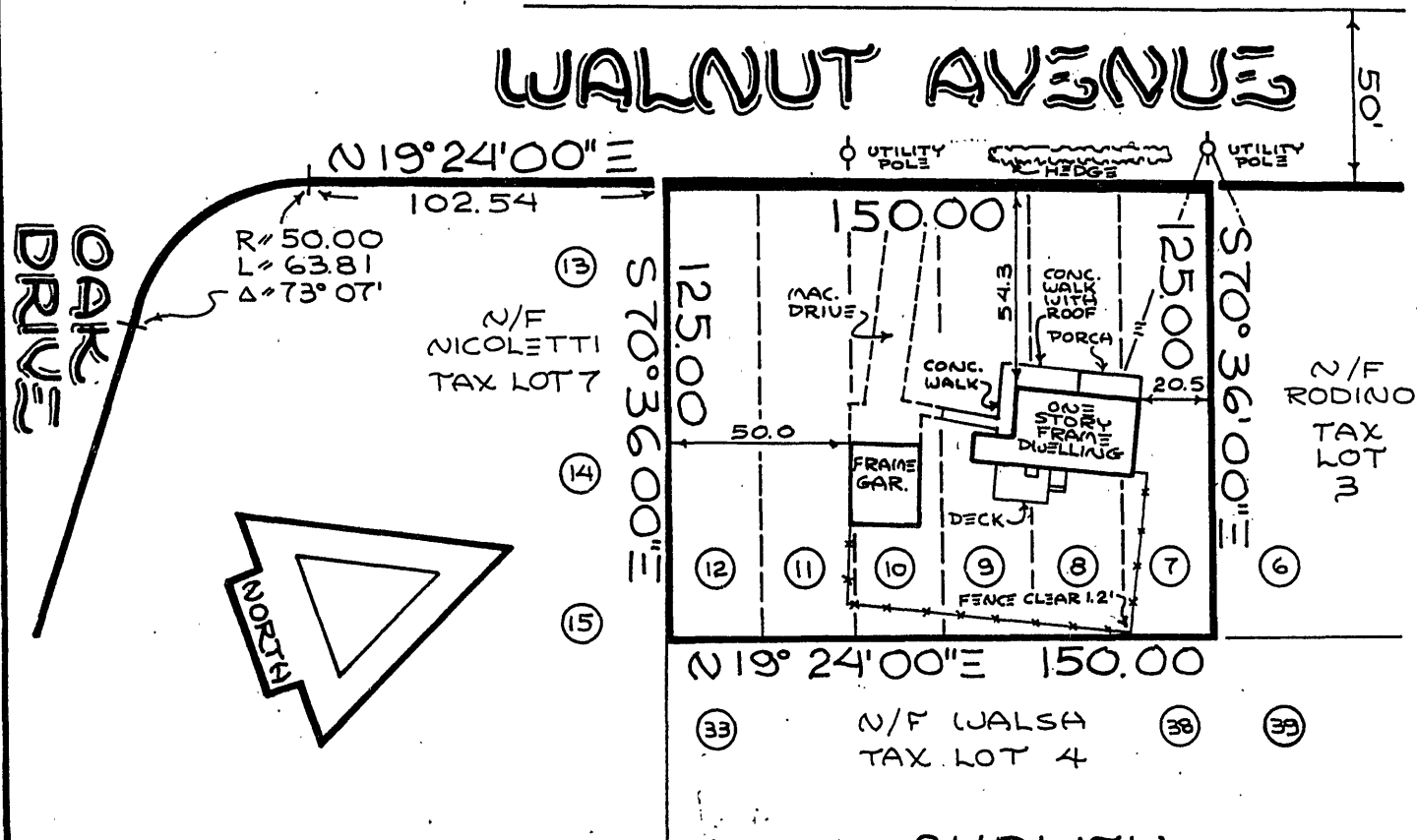


"BEAVER DAM LAKE - SECTION 4  
 (MAP OF LANDS OF HENRY  
 POWELL RAMSDALL" FILED IN  
 THE ORANGE COUNTY CLERK'S  
 OFFICE ON MAY 5, 1931, AS  
 MAP NUMBER 1044.

BEING TAX LOTS 5 AND 6, IN  
 BLOCK 3, ON SECTION 62, OF  
 THE TOWN OF NEW WINDSOR  
 TAX MAPS.

AREA = 0.430 AC.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A  
 LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209,  
 SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.  
 COPIES OF THIS SURVEY MAP NOT HAVING THE EMBOSSED SEAL OF THE  
 LAND SURVEYOR SHALL NOT BE VALID.  
 CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL  
 INSTITUTIONS OR SUBSEQUENT OWNERS.  
 EASEMENTS OR RIGHT-OF-WAYS ON, OR UNDER THE LANDS, AND NOT  
 VISIBLE, ARE NOT SHOWN.



CERTIFIED ONLY TO:  
 JOHN C. THOMPSON  
 THOMAS H. KREIZ  
 US LIFE TITLE INSURANCE  
 COMPANY OF NEW YORK.  
 TO BE CORRECT AND  
 ACCURATE.

THIS CERTIFICATION  
 DOES NOT RUN WITH  
 TITLE TO THE LAND.

*Albert R. Sparaco Jr.* 7/2/80  
 ALBERT R. SPARACO, JR. PLS.  
 LIC. 46565

SURVEY  
 PREPARED FOR  
 JOHN C.  
 THOMPSON  
 TOWN OF NEW WINDSOR  
 ORANGE COUNTY NEW YORK  
 SCALE: 1" = 50' JULY 2, 1980

A. R. SPARACO JR PLS.  
 SURVEYORS & PLANNERS  
 MARLBORO & SUFFERN, N.Y.

*mtg*  
 41929-0